



The nationwide gondola

RECORDATION NO. 12989-9

RAILGON COMPANY  
101 NORTH WACKER DRIVE  
CHICAGO, ILLINOIS 60606  
(312) 853-3223

DEC 15 1987 - 3 10 PM

December 14, 1987

INTERSTATE COMMERCE COMMISSION

DEC 15 1987 - 3 10 PM

DEC 15 1987 - 3 10 PM

Honorable Norbert McGee  
Secretary  
Interstate Commerce Commission  
12th & Constitutional Avenue, NW  
Room 2215 - Recordation Dept.  
Washington, DC 20423

No.

Date

Fee \$

ICC Washington, D.C.

DEC 15 1987

30.00

7-349A070

INTERSTATE COMMERCE COMMISSION

MOTOR OPERATING UNIT

DEC 15 3 07 PM '87

100 OFFICE OF THE SECRETARY

Dear Ms. McGee:

On behalf of Railgon Company, I submit for filing and recording, under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, two executed originals of each of the following secondary documents:

- 12989-P 1. "Amendment to Lease of Railroad Equipment (No. 3)";  
12989-Q 2. "Amendment to Conditional Sale Agreement (No. 3)"; and  
2989-R 3. "Amendment to Assignment of Lease and Agreement (No. 3)".

Prior recordations relating to this document are as follows:

1. Conditional Sale Agreement dated as of February 1, 1981, recorded under Recordation No. 12989;  
2. Agreement and Assignment dated as of February 1, 1981, recorded under Recordation No. 12989-A;  
3. Lease of Railroad Equipment dated as of February 1, 1981, recorded under Recordation No. 12989-B;  
4. Assignment of Lease and Agreement dated as of February 1, 1981, recorded under Recordation No. 12989-C;  
5. Amendment Agreement No. 1 dated as of August 15, 1981, recorded under Recordation No. 12989-D;  
6. Amendment Agreement No. 2 dated as of August 15, 1982, recorded under Recordation No. 12989-E;  
7. Amendment to Lease of Railroad Equipment (No. 3) dated as of January 1, 1984, recorded under Recordation No. 12989-F;  
8. Amendment to Conditional Sale Agreement (No. 3) dated as of October 15, 1984, recorded under Recordation No. 12989-G;

Converted - 12/15/87

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December 14, 1987  
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9. Amendment to Lease of Railroad Equipment (No. 3) dated as of October 15, 1984, recorded under Recordation No. 12989-H;
10. Amendment to Assignment of Lease and Agreement (No. 3) dated as of October 15, 1984, recorded under Recordation No. 12989-I;
11. Amendment to Conditional Sale Agreement (No. 3) dated as of November 15, 1984, recorded under Recordation No. 12989-J;
12. Amendment to Lease of Railroad Equipment (No. 3) dated as of November 15, 1984, recorded under Recordation No. 12989-K;
13. Amendment to Assignment of Lease and Agreement (No. 3) dated as of November 15, 1984, recorded under Recordation No. 12989-L;
14. Amendment to Lease of Railroad Equipment (No. 3) dated as of June 16, 1986, recorded under Recordation No. 12989-M;
15. Amendment to Conditional Sale Agreement (No. 3) dated as of June 16, 1986, recorded under Recordation No. 12989-N; and
16. Amendment to Assignment of Lease and Agreement (No. 3) dated as of June 16, 1986, recorded under Recordation No. 12989-O.

Please file the enclosed documents under Recordation No. 12989 under the next available letters.

Parties to these transactions include the following:

Railgon Company - Lessee  
101 North Wacker Drive  
Chicago, Illinois 60606

The Connecticut Bank and Trust Company,  
National Association - as Trustee  
for Owner, and Lessor  
One Constitution Plaza  
Hartford, Connecticut 06115

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Mercantile-Safe Deposit and Trust  
Company - as Agent for Investors,  
and as Mortgagee  
Two Hopkins Plaza  
Baltimore, Maryland 21201

The Equipment covered by the enclosed documents is as set forth below:

<u>Car Type</u>	<u>AAR Mechanical Designation</u>	<u>No.of Units</u>	<u>Reporting Marks</u>	<u>Car Numbers</u>
52'6" 100-ton gondola car	GB	14	GONX	See Attached Schedule A

Enclosed is a check in the amount of \$30 to pay the recording fee for the instant documents.

A short summary of the documents to appear in the Index is as follows:

"Amends the filings under Recordation No. 12989 to provide for the release of certain gondola cars."

Once the filing has been made, please keep the executed original of each document for your files and return to bearer the other stamped originals, together with the fee receipt, the letter from the ICC acknowledging the filing, and the four extra copies of this letter of transmittal.

Very truly yours,



Thomas D. Marion  
Director - Equipment Finance  
and Assistant Treasurer

TDM:k kb

Enclosures

12/11/87  
DRGWN03C

RAILGON COMPANY  
SCHEDULE A

(CARS INCLUDED IN DRGW LEASE DATED AS OF 12-15-87,  
FROM RAILGON LEASE NO. 3)

PAGE 1

CAR NOS.

1	310847
2	310848
3	310865
4	310871
5	310874
6	310880
7	310887
8	310921
9	310923
10	310945
11	310970
12	310978
13	310992
14	310998

NOTE: THE CAR NUMBERS LISTED ON THIS PAGE ARE THE SAME  
FOR THE OLD LEASE WITH RAILGON AS FOR THE NEW LEASE  
WITH DRGW.

12 989-P  
REGISTRATION NO. 12989-P  
AMENDMENT TO LEASE OF RAILROAD EQUIPMENT 100-9310 PM  
DEC 15 1987

INTERSTATE COMMERCE COMMISSION

AMENDMENT made as of the 15th day of December, 1987 between RAILGON COMPANY, a Delaware corporation (the "Lessee"), and THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, acting not in its individual capacity but solely as Trustee (hereinafter, together with its successors and assigns, called the "Trustee") acting under a Trust Agreement dated as of February 1, 1981 with General Electric Credit Corporation (the "Owner").

RECITALS

WHEREAS, the Trustee and the Lessee are parties to a Lease of Railroad Equipment, dated as of February 1, 1981, as amended (as so amended, the "Lease"), pursuant to which the Trustee leased to the Lessee certain items of railroad equipment described in Schedule A thereto (the "Equipment");

WHEREAS, by an Assignment of Lease and Agreement dated as of February 1, 1981, as amended, the Trustee assigned its rights in, to and under the Lease to Mercantile-Safe Deposit and Trust Company, not in its individual capacity but solely as agent (the "Agent") for certain institutional investors under a Participation Agreement dated as of February 1, 1981, as amended, among the Trustee, the Owner, the Agent, the Investors listed therein and the Lessee;

WHEREAS, the Lease was amended pursuant to (i) the Amendment to Lease of Railroad Equipment (No. 3) dated as of January 1, 1984 in connection with the restructuring of certain indebtedness of the Lessee under the Override and Restructuring Agreement (the "Override Agreement") dated as of January 1, 1984 by and among the Lessee, the Trustee, the Owner, the Agent, the Investors listed on Schedule A to the Override Agreement and Trailer Train Company, a Delaware corporation, (ii) the Amendment to Lease of Railroad Equipment (No. 3) dated as of October 15, 1984 in connection with the further restructuring of such indebtedness pursuant to Amendment No. 1 to the Override and Restructuring Agreement dated as of October 15, 1984 by and among the parties to the Override Agreement, (iii) the Amendment to Lease of Railroad Equipment (No. 3) dated as of November 15, 1984 in connection with the further restructuring of such indebtedness pursuant to Amendment No. 2 to the Override and Restructuring Agreement dated as of November 15, 1984 by and among the parties to the Override Agreement and (iv) the Amendment to Lease of Railroad Equipment (No. 3) dated as of June 16, 1986 in connection with the further restructuring of such indebtedness pursuant to Amendment No. 3 to the Override and Restructuring Agreement dated as of June 16, 1986 by and among the parties to the Override Agreement;

WHEREAS, the Trustee has as of this date entered into a Lease of Railroad Equipment with the Denver and Rio Grande Western Railroad Company, a Delaware corporation, pursuant to which the Trustee has leased to such entity certain items of the Equipment described in Schedule A hereto;

WHEREAS, the Trustee has as of this date entered into a Lease of Railroad Equipment with the Chicago and North Western Transportation Company, a Delaware corporation, pursuant to which the Trustee has leased to such entity certain items of the Equipment described in Schedule B hereto; and

WHEREAS, in consideration of the foregoing, the parties to the Lease have agreed to amend the Lease on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

1. The last sentence of Section 2 of the Lease is deleted in its entirety and the following paragraph is added at the end of Section 2 of the Lease:

The parties hereto acknowledge that the Trustee is entering into (i) a Lease of Railroad Equipment dated as of December 15, 1987 (the "Denver and Rio Grande Western Lease") with the

Denver and Rio Grande Western Railroad Company (the "Denver and Rio Grande Western Lessee") pursuant to which the Trustee is leasing to the Denver and Rio Grande Western Lessee certain of the Units (the "Denver and Rio Grande Western Units") described in Schedule A to that certain Amendment to Lease of Railroad Equipment (No. 3) dated as of December 15, 1987 between the Trustee and the Lessee and (ii) a Lease of Railroad Equipment dated as of December 15, 1987 (the "Chicago and North Western Lease") with the Chicago and North Western Transportation Company (the "Chicago and North Western Lessee") pursuant to which the Trustee is leasing to the Chicago and North Western Lessee certain of the Units (the "Chicago and North Western Units") described in Schedule B to that certain Amendment to Lease of Railroad Equipment (No. 3) dated as of December 15, 1987 between the Trustee and the Lessee. Notwithstanding anything contained in this Lease to the contrary, including, without limitation, Section 12, the parties agree that the Denver and Rio Grande Western Units and the Chicago and North Western Units are released from the Lease and the Lease (other than the provisions of this paragraph and those provisions of the Lease that survive the termination of the Lease) is terminated as to such Denver and Rio Grande Western Units and Chicago and North Western Units. For purposes of this Lease the term "Units" shall mean the Units then remaining subject to this Lease as of the date of determination.

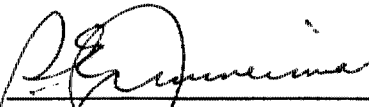
6. Except as modified or amended hereby, the Lease shall remain in full force and effect in accordance with its terms. This Amendment may be executed in two or more counterparts which when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers as of the date first above written.



RAILGON COMPANY

By

  
R. H. Zimmerman

VICE PRESIDENT and TREASURER

[Corporate Seal]  
Attest:



Assistant Secretary

THE CONNECTICUT BANK AND  
TRUST COMPANY, NATIONAL  
ASSOCIATION, not in its  
individual capacity, but  
solely as Trustee

By

[Seal]  
Attest:

RAILGON COMPANY

By \_\_\_\_\_

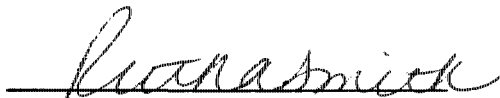
[Corporate Seal]  
Attest:

\_\_\_\_\_

THE CONNECTICUT BANK AND  
TRUST COMPANY, NATIONAL  
ASSOCIATION, not in its  
individual capacity, but  
solely as Trustee

[Seal]  
Attest:

By



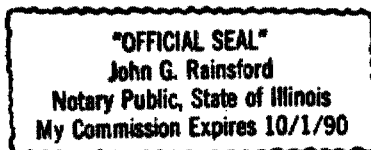
STATE OF ILLINOIS )  
 ) ss.:  
COUNTY OF DU PAGE )

On this 10<sup>th</sup> day of December, 1987, before me personally appeared R. E. Zimmerman, to me personally known, who, being by me duly sworn, says that he is the VICE PRESIDENT and TREASURER of Railgon Company, one of the corporations described in and which executed the foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

[Notarial Seal]

My Commission Expires:



STATE OF CONNECTICUT)

) SS.:

COUNTY OF HARTFORD )

On this 10<sup>th</sup> day of December, 1987, before me personally appeared DONALD E. SMITH, to me personally known, who, being by me duly sworn, says that he is the VICE PRESIDENT of The Connecticut Bank and Trust Company, National Association, one of the corporations described in and which executed the foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



-[Notarial Seal]

My Commission Expires:

DAWN PICCOLI HEINTZ  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 1992

# SCHEDULE A

## Description of Units Leased to the Denver and Rio Grande Western Lessee

<u>Car Type</u>	<u>AAR Mechanical Designation</u>	<u>Reporting Marks</u>
52'6" 100-ton gondola car	GB	GONX

### CAR NOS.

310847  
 310848  
 310865  
 310871  
 310874  
 310880  
 310887  
 310921  
 310923  
 310945  
 310970  
 310978  
 310992  
 310998

SCHEDULE B

Description of Units Leased to  
the Chicago and North Western Lessee

<u>Builder/Description</u>	<u>Quantity</u>	<u>Serial Nos.</u>
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No Units are being leased to the Chicago and  
North Western Lessee.